

AN ORDINANCE 2006-05-04-0543

**AUTHORIZING PAYMENT IN A TOTAL AMOUNT OF \$34,933.00 TO LAWYERS TITLE OF SAN ANTONIO AS ESCROW AGENT FOR NORTH EAST INDEPENDENT SCHOOL DISTRICT FOR PURCHASE OF 0.155 ACRES OUT OF LOT 1, BLOCK 1, NCB 15831, SPRING CREEK FOREST SCHOOL SUBDIVISION, FOR THE CONSTRUCTION OF RIGHT OF WAY IN FRONT OF THE STAHL ELEMENTARY SCHOOL AND ACCEPTING A GIFT DEED FOR A 0.116 ACRE TRACT OF LAND OUT OF LOT 2, BLOCK 1, NEW CITY BLOCK 16591, MADISON HIGH SCHOOL SUBDIVISION FOR THE CONSTRUCTION OF A RIGHT TURN LANE TO FACILITATE SAFER TRAFFIC FLOW INTO MADISON HIGH SCHOOL, LOCATED IN DISTRICT 10, IN CONNECTION WITH THE STAHL ROAD - O'CONNOR TO JUDSON PROJECT, FROM 2003-2007 GENERAL OBLIGATION STREET IMPROVEMENT BOND FUNDS.**

\* \* \* \* \*

**WHEREAS**, the City of San Antonio and the North East Independent School District have reached agreement whereby the City of San Antonio will obtain title to certain real property for the Stahl Road—O'Connor to Judson Project on terms and conditions that are in the best interest of the City of San Antonio and the district; **NOW THEREFORE**;

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The purchase of 0.155 acres of real property out of Lot 1, Block 1, New City Block 15831, Spring Creek Forest School Subdivision from the North East Independent School District for \$34,233.00 is approved. A copy of the Sales Agreement which includes a more complete property description of the real property is attached hereto as **Exhibit A** and **Exhibit A** is incorporated herein for all purposes.

**SECTION 2.** The City of San Antonio accepts title from the North East Independent School District to a 0.116 acre tract of land out of Lot 2, Block 1, New City Block 16591, Madison High School Subdivision. A copy of the Gift Deed is attached hereto as **Exhibit B** and **Exhibit B** is incorporated herein for all purposes.

**SECTION 3.** The City Manager or her designees are authorized to execute the usual and customary documents necessary to close the transactions approved by this Ordinance as they may be approved by the City Attorney in accordance with the Charter.

**SECTION 4.** The following financial adjustments are hereby authorized to effect this Ordinance:

- a) The amount of \$34,933.00 is appropriated in Fund 45801000, 2003 Streets Bonds, WBS GO-00510-01-01-19 GL account 6102100 – Interfund Transfer out entitled Transfer to 26-00151-90-05. The amount of \$34,933.00 is authorized to be transferred to fund 45099000.

- b) The budget in fund 45099000, Project Definition 23-00151, Stahl Road – O'Connor to Judson, shall be revised by increasing WBS element 23-00151-90-04 Trf Fr GO-00510-01-01-19, GL account 6101100 – Interfund Transfer In, by the amount of \$34,933.00.
- c) The amount of \$34,233.00 is appropriated in Fund 45099000, General Obligation Capital Projects, Project Definition 23-00151, Stahl Road – O'Connor to Judson, WBS element 23-00151-03-02-01 and is authorized to be encumbered and made payable to Lawyer's Title of San Antonio.
- d) The amount of \$600.00 is appropriated in Fund 45099000, General Obligation Capital Projects, Project Definition 23-00151, Stahl Road – O'Connor to Judson, WBS element 23-00151-03-02-04 and is authorized to be encumbered and made payable to Lawyer's Title of San Antonio.
- e) The amount of \$100.00 is appropriated in Fund 45099000, General Obligation Capital Projects, Project Definition 23-00151, Stahl Road – O'Connor to Judson, WBS element 23-00151-03-02-05 and is authorized to be encumbered and made payable to Lawyer's Title of San Antonio.
- f) The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager, or the City Manager's designee, correct allocation to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 5.** This ordinance shall take effect on the 14th day of May, 2006.

**PASSED AND APPROVED** this 4th day of May, 2006.

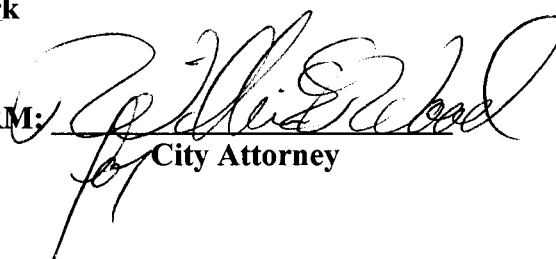
**ATTEST:**

  
City Clerk



M A Y O R  
**PHIL HARDBERGER**

**APPROVED AS TO FORM:**

  
City Attorney

JKS/5/4/05

PARCEL NO.: 17861  
PROJECT: STAHL ROAD- O'CONNOR TO  
JUDSON ROAD

**SALES AGREEMENT WITH RIGHT OF ENTRY**

\* \* \* \* \*

STATE OF TEXAS     }  
                             }  
COUNTY OF BEXAR   }

**KNOW ALL MEN BY THESE PRESENTS:**

THAT, NORTH EAST INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "SELLER", for and in consideration of the agreed purchase price of **THIRTY FOUR THOUSAND TWO HUNDRED THIRTY THREE AND NO/100 (\$34,233.00) DOLLARS** (the "Purchase Price") and upon the terms and conditions hereof, contracts to **GRANT, SELL and CONVEY** by General Warranty Deed to the City of San Antonio, hereinafter referred to as "PURCHASER"; a good, marketable, and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises (the "Premises") in the City of San Antonio, Bexar County, Texas, to-wit:

**BEING 0.155 ACRES (6,774 SQUARE FEET) OUT OF LOT 1, BLOCK 1, NEW CITY BLOCK 15831, SPRING CREEK FOREST SCHOOL SUBDIVISION, ACCORDING TO PLAT RECORDED IN VOLUME 8600, PAGE(S) 114, OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS; SAID 0.155 ACRES (6,774 SQUARE FEET) BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS SHOWN ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

together with all improvements and other things incident or belonging thereto, including all right, title and interest in or to all adjoining streets or alleys.

The above consideration includes payment for 6,774 square feet of asphalt paving, a portion of a masonry fence, two steel posts, two water vaults and one water regulator within the premises.

**SPECIAL CONDITIONS:** It is specifically agreed and understood that SELLER hereby grants permission to the TEXAS Department of Transportation to enter upon the Premises to allow the reconstruction of that portion of the SELLER'S driveway(s) that is required to maintain an acceptable grade to the new roadway.

It is further agreed and understood that SELLER, at it's sole expense, will remove and relocate the (2) two steel posts and irrigation equipment (two water vaults and one water regulator) to or beyond the existing property line no later than 45 days from date of closing.

SELLER hereby agrees to furnish PURCHASER a Release of Lien or Partial Release of Lien, if applicable.

The agreed Purchase Price (exclusive of the Right of Entry payment set out below) includes full accord, satisfaction and compensation for all demands and damages to the remaining Premises of the SELLER, if any.

The PURCHASER, without expense to the SELLER, shall prepare the deed and shall bear the expense of all closing costs.

LANDAMERICA LAWYERS TITLE OF SAN ANTONIO shall act as escrow agent and the SELLER, upon demand by the PURCHASER, agree to deliver such deed duly executed to the escrow agent at its San Antonio office, and to surrender possession of the Premises to PURCHASER not later than 10 days after the date of the delivery of such deed, unless PURCHASER has already taken possession pursuant to the provisions hereof.

The Purchase Price is payable at the time of the delivery of such deed.

Until title has been conveyed to the PURCHASER, loss or damage to the Premises by fire or other casualty shall be at the risk of the SELLER and the amount thereof shall be deducted from the Purchase Price. In the event this sale fails to close through no fault of SELLER, and PURCHASER does not proceed to condemnation, PURCHASER shall repair any damage caused by PURCHASER'S entry on the Premises.

**Exhibit A**

At or before closing, **SELLER** shall pay all taxes on the Premises, including those assessed or to be assessed for the current year; provided that current taxes are to be prorated as of the date of the delivery of the deed. Current rents are to be prorated as of the date of the delivery of the deed.

This contract shall not be binding upon either party until it is accepted by the **PURCHASER**, acting by and through its City Manager or other designated official. This contract contains the entire consideration for the sale and conveyance of the Premises, and for the Right of Entry; it being agreed and understood that there is no valid other written or parole agreement regarding the Premises between **SELLER** and the City, or any officer or employee of the City.

If examination of title or any other source discloses any defects in the title to the Premises which, in the opinion of the **PURCHASER**, cannot be cured in a reasonable time or which negatively impact the value of the Premises, then the **PURCHASER**, in lieu of completing the purchase of the Premises, may proceed to acquire the same by condemnation. The **SELLER** agrees, as an independent stipulation, to such condemnation upon payment of "just compensation". "Just compensation" shall be deemed and is the purchase price above stated, which price the **SELLER** hereby declares to be the fair market value of it's interest in the Premises.

**RIGHT OF ENTRY**

It is agreed and understood that **SELLER** and **SELLER'S** legal representatives, successors and/or assigns, hereby consent and agree to allow **PURCHASER**, its agents, and/or its contractors to enter upon and take possession of the Premises immediately upon execution of this contract to permit commencement of construction and any and all activities related thereto. **PURCHASER** shall pay **SELLER** the sum of **ONE HUNDRED (\$100.00) DOLLARS**, as full and final consideration for the immediate right of entry and **SELLER** acknowledges the sufficiency of such sum as full and final consideration for the right of entry on to the Property as described herein.

EXECUTED this the 13<sup>TH</sup> day of FEBRUARY, A.D., 2006

WITNESS:

Mindy D. Robinson

NORTH EAST INDEPENDENT SCHOOL DISTRICT

BY:

Beth Plummer  
Beth Plummer

TITLE: President of the Board of Trustees

ACCEPTED:

CITY OF SAN ANTONIO:

BY: \_\_\_\_\_  
STEVEN F. HODGES  
REAL ESTATE MANAGER  
REAL ESTATE SECTION

OWNER'S ADDRESS:

8961 Tesoro Drive, Suite 300  
San Antonio, Texas 78217

PARCEL ADDRESS:

5222 Stahl Road  
San Antonio, Texas 78247

EXHIBIT "A"

Metes and Bounds Description  
for a  
0.155 Acre Tract  
Fee Simple

Being 0.155 acres of land out of Lot 1, Block 1, New City Block 15831, Spring Creek Forest School Subd., San Antonio, Texas as per plat recorded in Volume 8600, Page 114 of the Deed and Plat Records of Bexar County, Texas, said 0.155 acres of land being more particularly described as follows:

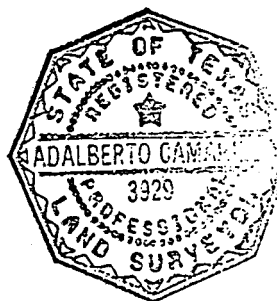
**BEGINNING** at a found  $\frac{1}{2}$ " iron pin at the south right-of-way line of Stahl Road, at the north common corner between said Lot 1 and Lot 2, Block 1, New City Block 15831, Spring Creek Forest Episcopal Church Subdivision as per Volume 9000, Page 164 of the Deed and Plat Records of Bexar County, Texas for the northeast corner of the tract herein described;

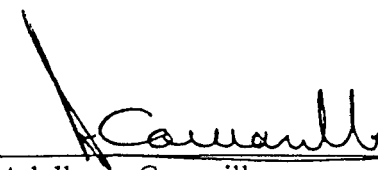
Thence S  $30^{\circ}14'58''$  E, 13.00 feet departing the right-of-way line of said Stahl Road along the common line between this tract and said Lot 2 to a set  $\frac{1}{2}$ " iron pin with yellow cap labeled PCI PLS 3929 (I.P. W/YC) for the southeast corner of the tract herein described;

Thence S  $59^{\circ}45'00''$  W, 521.30 feet crossing said Lot 1 to a found  $\frac{1}{2}$ " iron pin at the common corner between this tract and the northeast corner of Lot 8, Block 2, New City Block 19182, Spring Creek Forest, Unit-14, as per plat recorded in Volume 9537, Page 198 of the Deed and Plat Records of Bexar County, Texas for the southwest corner of the tract herein described;

Thence N  $28^{\circ}50'46''$  W, 13.00 feet along the west line of said Lot 1 to a set  $\frac{1}{2}$ " I.P. W/YC on the south right-of-way line of said Stahl Road for the northeast corner of the tract herein described;

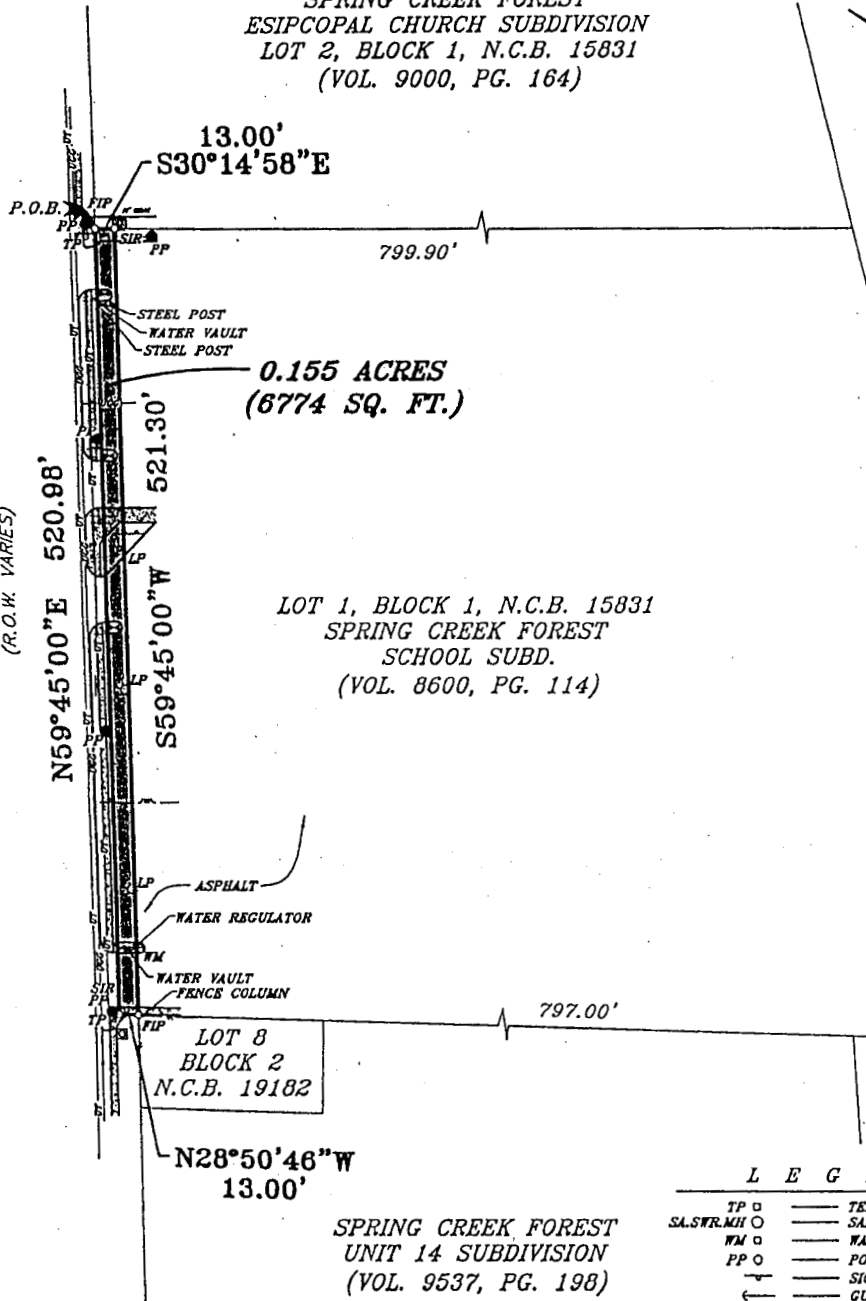
Thence N  $59^{\circ}45'00''$  E, 520.98 feet along the south right-of-way line of said Stahl Road to the **POINT OF BEGINNING** and containing 0.155 acres (6774 sq. ft.) of land, more or less.



  
Adalberto Camarillo  
Registered Professional Land Surveyor  
No. 3929

SPRING CREEK FOREST  
ESIPCOPAL CHURCH SUBDIVISION  
LOT 2, BLOCK 1, N.C.B. 15831  
(VOL. 9000, PG. 164)

STAHL ROAD  
(R.O.W. VARIES)



LEGEND

TP	TELEPHONE PEDESTAL
SA.SWR.MH	SANITARY SEWER MANHOLE
WM	WATER METER
PP	POWER POLE
—	SIGNAGE POST
—	GUY WIRE
—UT—	UNDERGROUND TELEPHONE
—UG—	UNDERGROUND GAS LINE
—	CHAINLINK FENCE
—	WOOD FENCE
—	EDGE OF ASPHALT PAVT.
⊙	EXIST. TREE

NOTES:

- 1) FIP DENOTES: FOUND IRON PIN
- 2) "X" DENOTES: SET X IN CONCRETE
- 3) SIR DENOTES: SET 1/2" IRON RODS WITH YELLOW CAP LABELED PCI PLS 3929 SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.

NOTE: DIRECTIONAL CONTROL IS BASED ON AN ASSUMED NETWORK OF BEARING USING FOUND MONUMENTS.



NOTE: RECORD DATA and RESEARCH OF ADEQUATE THOROUGHNESS TO SUPPORT THE DETERMINATION OF INTENDED BOUNDARIES OF THE LANDS SURVEYED HEREIN WERE FURNISHED BY PROPERTY RESEARCH & DOCUMENTATION SERVICE.

STATE OF TEXAS  
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

THIS 17th DAY OF NOVEMBER 2004 A.D.

ADALBERTO CAMARILLO, R.P.L.S. NO. 3929

DRAWN BY: D. GARCIA III JOB NO.: 00000-00

DRAWING FILE: PAGE:

PARCEL No. 17861

BEING 0.155 ACRES OF LAND OUT OF LOT 1, BLOCK 1, NEW CITY BLOCK 15831, SPRING CREEK FOREST SUBD., SAN ANTONIO, TEXAS AS PER PLAT RECORDED IN VOLUME 8600, PAGE 114 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

REVISED ON 11/17/04

AFTER RECORDING RETURN TO:

REAL ESTATE SECTION  
CITY OF SAN ANTONIO  
P.O. BOX 839966  
SAN ANTONIO, TEXAS 78283-3966

PARCEL NO.: 17863A  
PROJECT: Stahl Road- O'Connor  
to Judson Road

**GIFT DEED**

STATE OF TEXAS    }  
                              }  
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

THAT, NORTH EAST INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "GRANTOR", for good and valuable consideration including but not limited to the development and use of the property by the City of San Antonio does hereby GIVE, GRANT and CONVEY, to THE CITY OF SAN ANTONIO, a municipal corporation, of the County of Bexar, State of Texas, hereinafter referred to as "GRANTEE" whose mailing address is P.O. Box 839966, San Antonio, Texas 78283-3966, the following described parcel of land in fee simple:

Being a 0.116 acre (5,057 sq. ft.) tract of land out of Lot 2, Block 1, New City Block 16591, Madison High School Subdivision, City of San Antonio, Bexar County, Texas, according to map or plat recorded in Volume 9540, Page(s) 49, of the Deed and Plat Records of Bexar County, Texas; said 0.116 acre (5,057 sq. ft.) tract of land being more particularly described by attached Exhibit "A" hereto and made a part hereof AND \*

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, its successors and assigns forever; and GRANTOR does hereby binds itself, its legal representatives and/or assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance and the warranties of title herein are expressly made subject to all encumbrances, easements and other matters filed of record in the office of the County Clerk of Bexar County, Texas.

EXECUTED this the 22 day of August, A.D., 2005.

\* SEE ADDENDUM ATTACHED

HERETO AS EXHIBIT "B"  
AND MADE A PART HEREOF.

NORTH EAST INDEPENDENT SCHOOL DISTRICT

BY: 

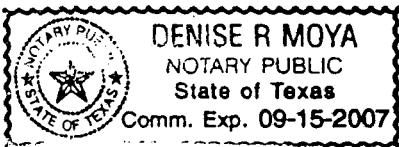
Beth Plummer, President, Board of  
Trustees  
NORTH EAST INDEPENDENT SCHOOL DISTRICT

**Exhibit B**

GIFT DEED- PARCEL 17863(A)-PAGE 2

STATE OF TEXAS    }  
                             }  
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 22 day of August,  
A.D., 2005, by Beth Plummer   , PRESIDENT OF NORTH EAST INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES.



Denise R. Moya  
NOTARY PUBLIC in and for the State of  
TEXAS



Metes and Bounds Description  
for a  
0.116 Acre Tract  
Fee Simple

**EXHIBIT "A"**

Being 0.116 acre of land out of Lot 2, Block 1, New City Block 16591, Madison High School Subdivision, San Antonio, Bexar County, Texas as recorded in Volume 9540, Page 49 of the Deed and Plat Records of Bexar County, Texas; said 0.116 acre tract being more particularly described as follows:

**COMMENCING** at an iron rod with an orange cap found at the easterly end of a curve return located at the intersection of the north right of way line of Stahl Road and the north right of way line of O'Conner Road; Thence N 59°30'38" E, 458.36 feet along the north right-of-way line of said Stahl Road to an "X" etched in concrete for the **Point of Beginning** and the south corner of the tract herein described;

Thence N 14°31'17" E, 23.38 feet departing the said north right-of-way line to a set PK Nail asphalt for the west corner of the tract herein described;

Thence N 59°34'58" E, 301.15 feet to a ½" I.P. W/YC set for the north corner of the tract herein described;

Thence S 30°29'22" E, 16.15 feet to a ½" I.P. W/YC set on the north right-of-way line of said Stahl Road for the east corner of the tract herein described;

Thence S 59°30'38" W, 317.69 feet along the said north right-of-way line to the **Point of Beginning** and containing 0.116 acre (5057 sq. ft.) of land, more or less.



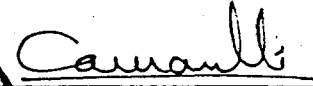
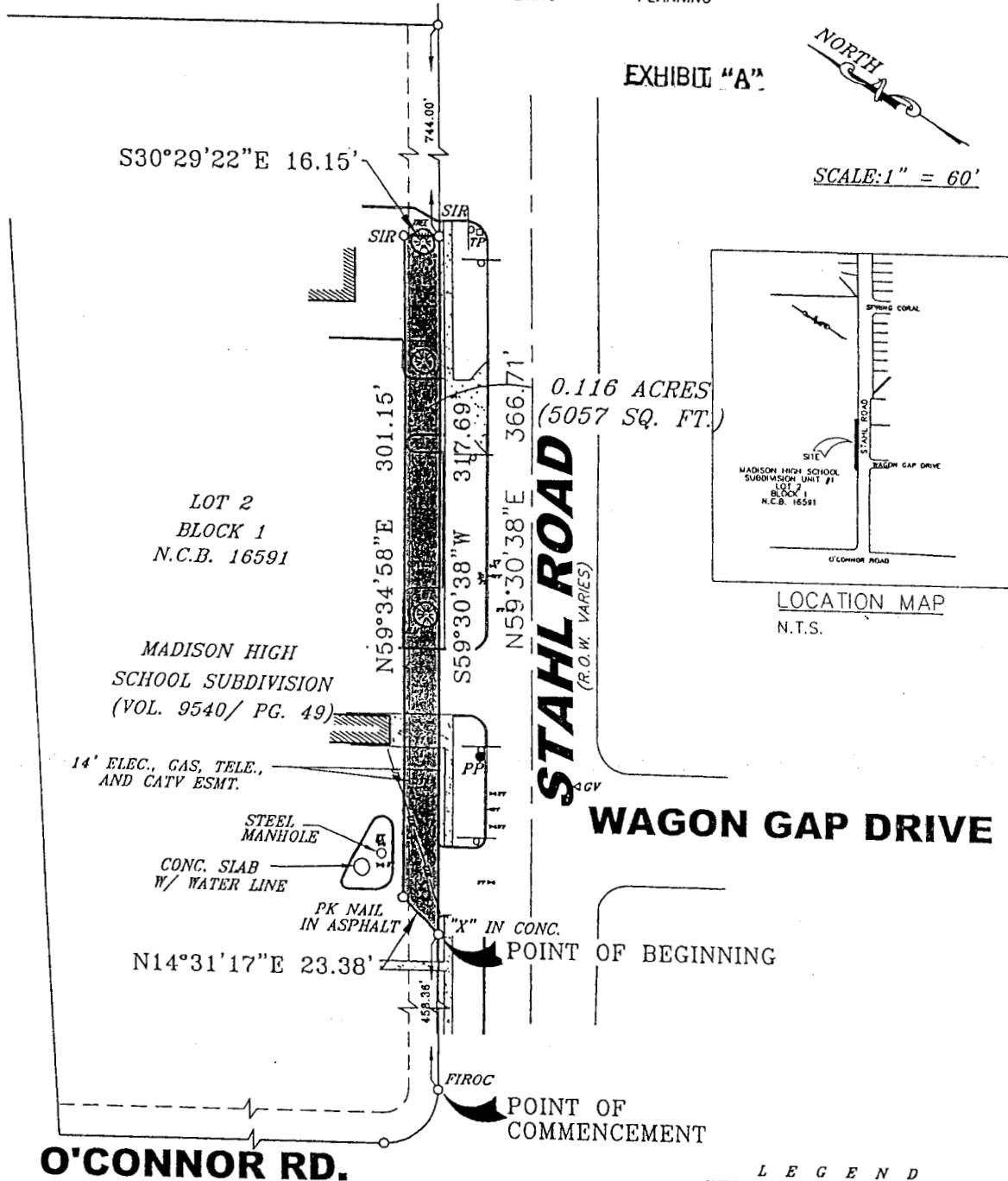
  
Adalberto Camarillo  
Registered Professional Land Surveyor  
No. 3929  
May 24, 2005

EXHIBIT "A"

NORTH  
SCALE: 1" = 60'



- NOTES:
- 1) FIROC DENOTES: FOUND IRON ROD WITH ORANGE CAP
  - 2) SIR DENOTES: SET 1/2" IRON ROD WITH YELLOW CAP LABELED PCI.

NOTE: DIRECTIONAL CONTROL IS BASED ON AN ASSUMED NETWORK OF BEARING USING FOUND MONUMENTS.

NOTE: RECORD DATA and RESEARCH OF ADEQUATE THOROUGHNESS TO SUPPORT THE DETERMINATION OF INTENDED BOUNDARIES OF THE LANDS SURVEYED HEREIN WERE FURNISHED BY PROPERTY RESEARCH & DOCUMENTATION SERVICE.

PARCEL No. 17863A

STATE OF TEXAS  
COUNTY OF BEXAR

LEGEND	
TP O	TELEPHONE PEDESTAL
SA.SWR.MH O	SANITARY SEWER MANHOLE
WM O	WATER METER
WV D	WATER VALVE
FH X	FIRE HYDRANT
PP O	POWER POLE
—	SIGNAGE POST
—	GUY WIRE
—UT—	UNDERGROUND TELEPHONE
—UE—	UNDERGROUND ELECTRIC
—UG—	UNDERGROUND GAS LINE
—O—	CHAINLINK FENCE
—	WOOD FENCE
—	EDGE OF ASPHALT PMT.
—	EXIST. TREE
GV D	GAS VALVE

BEING 0.116 ACRE OF LAND OUT OF LOT 2, BLOCK 1, NEW CITY BLOCK 16591, MADISON HIGH SCHOOL SUBDIVISION, SAN ANTONIO, BEXAR COUNTY, TEXAS AS RECORDED IN VOLUME 9540, PAGE 49 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.



I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

THIS 8TH DAY OF JUNE 2005, A.D.

ADALBERTO CAMARILLO R.P.L.S. NO. 3929

DRAWN BY: R. VENEGAS JOB NO.: 04005

DRAWING FILE: PAGE: